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AGREEMENT

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Between

BERGEN COUNTY PROSECUTOR

and

INVESTIGATORS, BERGEN COUNTY
NARCOTIC TASK FORCE, PBA LOCAL 289

X January 1, 1982 through December 31, 1983

THIS AGREEMENT

Law Offices:

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P. O. Box 810
Englewood, New Jersey 07631

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THIS AGREEMENT, made this / day of 1982,
by and between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR, hereinafter referred to as the "Employer", and PBA LOCAL 289, INVESTIGATORS, BERGEN COUNTY NARCOTIC TASK FORCE, hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION

The Office of the Bergen County Prosecutor hereby recognizes Local 289 as the sole and exclusive representative of all Bergen County Narcotic Task Force Investigators.

ARTICLE II MANAGEMENT RIGHTS

Except as modified, altered or amended by the within Agreement, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, direct and assign the working force; to plan, direct and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force; to hire and lay off employees; to introduce

new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable.

ARTICLE III - EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Employer or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or

conditions of employment as prescribed by the Statutes of the State of New Jersey.

For the purposes of this Agreement, the term "Investigators" shall be defined as full time employees employed on a permanent basis, and to include the plural as well as the singular, and to include females as well as males.

ARTICLE IV - EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE V - ASSOCIATION REPRESENTATIVES

The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided that the representatives and alternates do not exceed three (3) in number, and that they are employees covered by this Agreement or their attorneys.

The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any change.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (a) At the request of an investigator to investigate and participate in settling grievances in accordance with the Rules and Regulations Manual of the Bergen County Narcotic Task Force.

(b) To transmit such messages and information which shall originate with, and are authorized by, the Association or its officers.

The designated Association representatives shall be granted reasonable time with pay during working hours to participate in settling grievances, as requested, and to attend all meetings and conferences on collective negotiations with Employer officials. There shall be no overtime or compensatory time credited under this section.

ARTICLE VI - SALARIES

The base annual salaries of all employees covered by this Agreement shall be set forth in Appendix A.

The base annual salary as set forth in Appendix A shall be deemed retroactive to January 1, 1982, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

ARTICLE VII - OVERTIME

A total of Nine Hundred (\$900.00) Dollars shall be paid to each investigator in lieu of all overtime worked beyond the forty (40) hour week during the year 1982, and this amount shall be increased to One Thousand (\$1,000.00) Dollars annually effective January 1, 1983. These payments shall be made in two (2) equal installments (each installment of \$450.00 in 1982 and each installment of \$500.00 in 1983) payable in the first pay period of May and October.

ARTICLE VIII - EDUCATIONAL INCENTIVE

The following educational increments shall be paid to members of Local No. 289 who have successfully completed degree requirements as follows:

- (a) Associate Degree ----- \$250
- (b) Bachelors Degree ----- \$350
- (c) Masters Degree ----- \$450
- (d) Doctors Degree ----- \$550

ARTICLE IX - LONGEVITY

Payments shall be made to employees covered by this Agreement based upon their total years of law enforcement service as follows:

- (a) Completing 72 months (6 years)----- \$100
- (b) Completing 108 months (9 years) ----- \$200
- (c) Completing 168 months (14 years) ----- \$400
- (d) Completing 228 months (19) years) ----- \$600

Longevity payment shall be included in base salary beginning in the first pay period of the month following the date of hire.

ARTICLE X - VACATIONS

The vacation allowance shall be as set forth in this Agreement in Appendix B.

When in any calendar year the vacation or any part thereof, is not granted by reason of Narcotic Task Force activities, they shall be granted during the next succeeding year.

Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time, and provided that at least a

one (1) week vacation is to be taken and the employee has notified his or her department head at least thirty (30) days prior to the commencement of the vacation.

ARTICLE XI - SICK LEAVE

Sick leave must be earned before it can be used. Should the employee require none or only a portion of his earned sick leave for one (1) year, the amount not taken accumulates to his/her credit from year to year during his/her employment.

Sick leave is earned and accumulated in the following manner:

One working day for each full month of service during the remaining months of the first calendar year of his employment, and fifteen (15) working days (1-1/4 per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month, he does not earn sick leave for that month.

ARTICLE XII - PERSONAL LEAVE

Subject to the approval of the Employer, which approval shall not be withheld except in those cases when the employee's absence may adversely affect the operation of his/her unit, each employee shall have one (1) personal leave day per year. For purposes of this clause, an employee shall not be required to advise his superior of the reason for the personal leave day, but shall be required to notify his superior at least twenty-four (24) hours in advance of such personal leave, except in cases of emergency.

ARTICLE XIII - HOLIDAYS

The following days are designated as holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas

(1) Employees who are required to work on a regularly scheduled holiday shall be given a substitute day off to be selected by the employees, subject to prior approval by the Prosecutor.

(2) If a holiday falls during an employee's vacation, he shall be granted an additional day of vacation.

(3) Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick leave, terminal leave, jury duty leave, compensatory time off and vacation leave.

(4) Holidays falling during an unpaid leave of absence will not be credited.

(5) A Department Head may disallow holiday pay for any employee who does not work the day before or the day following a holiday.

ARTICLE XIV - TERMINAL LEAVE

An employee, upon retirement (service retirement, accidental disability retirement, ordinary disability retirement, early retirement and deferred retirement), or an employee who terminates his service after reaching age sixty (60), who is not covered by the Police and Fire Retirement System or the Public Employee's Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever the employee elects:

Option 1 - One-half of the employee's earned and unused accumulated sick leave multiplied by his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum payment shall exceed Twelve Thousand (\$12,000) Dollars.

Option 2 - One day of pay for each full year of service within the County of Bergen.

The employee may at his or her sole option elect to receive payment for said amount which may be due in one (1) or two (2) installments payable at times which the employee may specify over a period not to exceed eighteen (18) months from the date of termination.

In addition, in the event of the death of an employee, the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that the employee has been employed by the County for seven (7) consecutive years.

ARTICLE XV - FUNERAL LEAVE

Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the employee's household.

ARTICLE XVI - INJURY LEAVE

(A) Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or injury which occurred while the employee was performing duties and which is covered by Workmen's Compensation insurance.

(B) All payments which shall be made concerning the injury leave are subject to the same rules and regulations as Workmen's Compensation insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness, or injury covered by Workmen's Compensation insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

(C) The payments enumerated above will be made for a period not in excess of ninety (90) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. After all injury leave is used, the employee may elect to use any sick leave, vacation, or compensatory time due at the time of the injury.

(D) Use of injury leave - Employees absent from duty due to an accident, illness or injury covered by Workmen's Compensation insurance, who have completed three (3) months' service, will be compensated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Workmen's Compensation under the terms of the New Jersey Workmen's Compensation Act.

(E) Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where the County is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave so charged shall be recrated to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

(F) Medical Proofs - In order to limit the obligation of the County for each new separate injury, the County may require the employee to furnish medical proof or submit to medical examination

by the County at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the County service.

(G) When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.

- (1) Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of the employee's anticipated return to duty.
- (2) In the absence of such certification, the employee shall be removed from injury leave.

ARTICLE XVI - PERSONNEL FILES

A separate personnel history file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Bergen County Narcotic Task Force. All personnel history files will be carefully maintained and permanently safe-guarded, and nothing placed in any file shall be removed therefrom.

Any member of the Bergen County Narcotic Task Force may by appointment review his/her personnel file, but this appointment for review must be made through the Director or his designated representative.

Whenever a written complaint concerning an employee covered by this Agreement or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

Formal disciplinary charges brought pursuant to the Rules and Regulations Manual of the Bergen County Narcotic Task Force, the employee's memorandum in response thereto, and the record of final disposition shall be entered into any employee's personnel file in accordance with the provisions of the Rules and Regulations Manual of the Bergen County Narcotic Task Force.

ARTICLE XVII - MEDICAL AND DENTAL INSURANCE

The Employer will provide and pay for Blue Cross, Blue Shield, Rider J, and Major Medical Insurance for employees covered by this Agreement and their families. The Employer will also make available to employees covered by this Agreement, the existing County Dental Plan, which is based on half the premium being paid by the County ^{100%} and half by the employee, or any other Dental Plan which becomes available during the Agreement.

ARTICLE XVIII - LIABILITY INSURANCE

The Employer will provide insurance coverage to employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander,

defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

ARTICLE XIX - BULLETIN BOARD

The Employer will supply one bulletin board for the use of the Association, to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE XX - DEPARTMENTAL INVESTIGATIONS

The procedures which govern the conduct of disciplinary proceedings or in-house investigations as they relate to members of the Association are set forth in the Rules and Regulations Manual of the Bergen County Narcotic Task Force. No changes in such procedures shall be implemented without prior notice to the Association and without consideration of the Association's views.

ARTICLE XXI - NARCOTICS TASK FORCE MANUAL

Each employee covered by this Agreement shall be supplied with a complete Narcotics Task Force Manual containing all rules, regulations, orders, directives and procedures for which any employee may be held accountable. Upon receipt of said manual each employee shall sign an appropriate form prepared by the Employer acknowledging said receipt.

ARTICLE XXII - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions effecting any employee(s) covered by this Agreement.

Disciplinary action shall not be subject to the grievance procedure.

The procedure for settlement of grievance shall be as follows:

(A) STEP ONE

In the event that any employee covered by this Agreement has a grievance within fourteen (14) calendar days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Director of the Narcotics Task Force or the officer in charge of the Narcotics Task Force in the event of the Director's absence.

(B) STEP TWO

If the grievant or the Association wishes to appeal the decision of the Director of the Narcotics Task Force (or the officer in charge if the Director is absent), it shall be presented in writing to the Prosecutor or delegated representative within fourteen (14) calendar days.

This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Prosecutor or his delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty-one (21) calendar days of receipt of the written grievance.

(C) STEP THREE

- (1) If no satisfactory resolution of the grievance is reached at Step Two then within five (5) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- (2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Prosecutor or his representative on the grievance.
- (3) Employees covered by this Agreement shall have the right to process their own grievance without representative.
- (4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.
- (5) Grievances involving the provisions of the contract may be submitted to arbitration which shall be final and binding and conducted pursuant to the rules of PERC. Grievances involving policies and administrative decisions may be submitted to the grievance procedure but not including the arbitration stage.

ARTICLE XXIII - SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable laws.

ARTICLE XXIV - AGENCY SHOP

Sixty (60) days after the effective date hereof, the Employer will commence to withhold, from the salaries of those employees who are covered by this Agreement and who have not executed authorizations permitting the Employer to withhold the full amount of union dues, a representation fee in lieu of dues which shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by Local 289 to its own members, less the costs of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed eighty-five (85%) percent of the uniform annual dues charged by Local 289 to its members. The Employer shall forward the amount so deducted to the Local. The Local represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements imposed upon the Local pursuant to Law, 1979 c. 477 and the

Employer's obligation pursuant to this paragraph is contingent upon the Local's continued compliance therewith.

The Local will defend, indemnify and save the Employer harmless against any and all demands, suits or other forms of liability which may arise out of or by reason of action taken by the Employer pursuant to this Article.

In the event that employees hired after the effective date of this Agreement do not within sixty (60) days of the date of hire execute written authorizations for withholding of union dues pursuant to this Article, then the provisions of paragraph one (1) hereinabove shall be effective.

ARTICLE XXV - NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled by law.

ARTICLE XXVI - TERM AND RENEWAL

This Agreement shall be in force from January 1, 1982 to December 31, 1983. All provisions shall remain in full force and effect until a new contract is executed. All terms of this Agreement, except as hereinafter provided, shall be effective January 1, 1982.

IN WITNESS WHEREOF, the parties hereto have set their
hands and seals this 11 day of November 1982.

BERGEN COUNTY PROSECUTOR

ATTEST:

Michael S. Green

INVESTIGATORS, BERGEN COUNTY
NARCOTIC TASK FORCE, PBA LOCAL 289

ATTEST:

John J. Kilkenny

John J. Kilkenny

APPENDIX A

SALARY SCHEDULE

Position	Effective 1/1/82	Effective 7/1/82	Effective 1/1/83	Effective 7/1/83
<u>Investigators</u>				
During 1st year	\$ 11,800	\$ 12,850	\$ 13,600	\$ 14,300
During 2nd year	13,500	14,700	15,500	16,000
During 3rd year	15,100	16,400	17,300	18,000
During 4th year	16,200	17,600	18,000	19,400
After 4th year (max)	18,300	20,000	21,200	22,000

Supervisors

During 1st year	20,500	22,300	23,600	24,500
After 1st year (max)	21,600	23,500	24,800	25,500

All persons in the Investigator position shall advance one step on each successive anniversary date from their respective initial date of employment. Maximum pay rate for Investigator shall be reached at the end of the 48th month of employment.

The supervisory pay rates shall have two (2) steps, entry level and the maximum rate which shall be paid after twelve (12) months.

APPENDIX B

VACATION

(1) Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Department.

(2) The vacation period shall commence January 1 and continue until December 31 of each year. The vacation allowance shall be as follows:

- (a) Employees shall earn one (1) day per month in the first year of employment for the first eleven (11) months and four (4) days eligibility in the twelfth month, provided the initial date of hire commences on or before the fourth calendar day of the month.
- (b) From the beginning of the second year, to and including the fifth year, employees shall earn vacation at the rate of one and one-fourth (1-1/4) days per month (fifteen (15) days per year).
- (c) From the beginning of the sixth year and thereafter, employees shall earn vacation at the rate of one and two-thirds (1-2/3) days per month (twenty (20) days per year).
- (d) Vacation may be accumulated as set forth in the Civil Service Act.